

COMPLAINT FORM

The yellow highlights indicate the provisions required by statute. The turquoise highlights reveal the provisions added by the ACAJ that are not mentioned in the statute.

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Attorney for Plaintiff / Address / Phone / Bar Number

Justice Courts, Arizona

CASE NUMBER: _____

()
Plaintiff(s) Name / Address / Phone

()
Defendant(s) Name / Address / Phone

COMPLAINT (*Eviction Action*)

☐ Immediate ☐ Residential

YOUR LANDLORD IS SUING TO HAVE YOU EVICTED. PLEASE READ CAREFULLY THE ALLEGATIONS AGAINST YOU LISTED BELOW.

1. This court has jurisdiction to hear this case. The rental is within this court's judicial precinct and is located at: _____ . The business name of the property, if any, is _____ .
2. The Plaintiff wants you evicted and wants possession of the rental because of the reasons in section 5.
3. Any required written notice was served on the Defendant on _____ and was served: ☐ by hand, or ☐ by certified mail.
4. A copy of the notice that was served is attached.
5. The Plaintiff is the owner or is authorized by law to file this case on behalf of the owner.

The Plaintiff claims (check and complete all that apply):

☐ **SUBSIDIZED HOUSING:** Total rent per month is \$ _____ .
Tenant's portion of rent per month is \$ _____ .

☐ **RENT OWED:** The Defendant has failed to pay the rent owed. The rent is unpaid since _____. There is a prior unpaid balance of \$ _____. The rental agreement requires rent of \$ _____ to be paid on the _____ day of each ☐ month ☐ week. The rental agreement provides for late fees calculated in the following manner: _____ .

Notice: If you are a residential tenant and the only claim your landlord makes is that you have not paid your rent, you may contact your landlord or your landlord's attorney and offer to pay all of the rent due, plus any reasonable late fees, court costs and attorney's fees. If you pay these amounts before a judgment is entered, then this case will be dismissed and your rental agreement will be reinstated and will continue.

☐ **NON-COMPLIANCE:** After getting a notice, the Defendant failed to do the following: _____

_____ on this date: _____, at the following location _____ .

[] IRREPARABLE BREACH: The Defendant has committed a material and irreparable breach. Specifically, on this date _____, at the following location _____ the Defendant did the following: _____

[] OTHER ALLEGATIONS OF NON-COMPLIANCE ON WHICH EVICTION ACTION IS BASED: State the date or dates notice of non-compliance was given and attach a copy of each notice to this Complaint: _____

6. As of the filing date the Defendant owes the following:

Rent (current and prior months) totaling	\$ _____
Late fees: (if any in written agreement)	\$ _____
Other fees, charges or damages (as authorized by law) . . .	\$ _____
Concessions (if any in written agreement)	\$ _____
Reimbursable court costs	\$ _____
Attorney's fees (if allowed)	\$ _____
Other allegations of damages (as authorized by law)	\$ _____
Total Amount Requested	\$ _____

7. The Plaintiff requests a Judgment for the amounts owed above and for possession of the rental.

8. WRIT OF RESTITUTION: The Plaintiff requests the court issue a Writ of Restitution returning the rental to the Plaintiff's possession 5 calendar days after the date the Judgment. If the eviction is for the material and irreparable breach explained above, return of possession is requested 12 to 24 hours from the time of the Judgment.

9. By signing this complaint, I am agreeing that the allegations written are true and correct to the best of my knowledge.

Date: _____

Plaintiff